

REMARKS

The Examiner's attention to the present application is greatly appreciated.

The claims, Claims 8 - 12, continue to be rejected under 35 U.S.C. §103. This rejection is addressed below.

Reexamination, reconsideration and allowance of the claims is requested.

### REJECTION UNDER 35 U.S.C. §103

Claims 8 - 12 remain in the present application. Each of these claims have been rejected in view of *Otis*, in view of *Reuters*, and in the case of Claims 9 and 10 further in view of *Scott* (U.S. Patent No. 5,806,802).

Claim 8 is the broadest of Applicant's claims and the discussion that follows is primarily directed to Applicant's invention as set forth in Claim 8. However, the remaining Claims 9 - 12 include the limitations of Claim 8, and accordingly the following arguments are equally applicable concerning the patentability of these claims.

#### Applicant's Invention

Applicant's claimed invention is directed to a method of insuring against satellite launch failure obtained prior to launching a satellite. The launch insurance policy includes a "rescue mission provision" providing for payment and initiation of a rescue mission in the event that the satellite is launched into an unintended orbit but otherwise remains functional. The claims further include the limitations that the satellite is launched into an unintended orbit but the satellite otherwise remains functional; paying a rescue mission provider for the initiation of the rescue mission; and initiating a rescue mission to move the satellite from the unintended orbit to an intended operational orbit.

None of the prior art remotely describes or suggests these claimed features.

### The Prior Art

*Otis* is the primary reference cited by the Patent Examiner in rejecting the present claims. *Otis* describes an insurance policy that was obtained **after** the satellite was launched. The insurance coverage includes two phases. In the first phase, the insurance policy provides for the **payment of money** in the event that the satellite fails in low orbit or until recovery by the space shuttle. The second phase of the insurance policy provides for **payment of money** in the event that the satellite fails in the cargo hold through reboosting it into an operational orbit.

*Otis* fails to disclose or suggest numerous claim limitations. *Otis* fails to describe or suggest obtaining the launch insurance policy prior to launch. *Otis* fails to describe an insurance policy for providing claim coverage in the event that a satellite is launched into an unintended orbit. *Otis* fails to describe or suggest an insurance policy providing for payment or initiation of a rescue mission in the event that the satellite is launched into an unintended orbit. Thus, *Otis* fails to disclose or suggest virtually every meaningful claim limitation of Applicant's invention.

**Reuters** is cited by the Examiner in rejecting Applicant's claims and in support of the Examiner's Official Notice that it is known in the insurance industry to identify a risk of a "problem" and then there must be some way to provide funds to fix this "problem". With respect to Official Notice, Applicant concedes that it is known in any industry, office or household to identify a risk of a "problem" and then there must be some way to provide funds to fix this "problem". However, this "Official Notice" does not provide any suggestion for Applicant's invention.

And aside from this overly broad philosophy suggested in *Reuters*, it is hardly relevant to Applicant's invention. *Reuters* describes the Malaysian government's request that insurers help raise a sunken ship, the insurers requirement to pay funds for "liability claims, loss of life and damage", and the insurers refusal to raise the ship. There is no suggestion in *Reuters* of an insurance policy obtained prior to launch (or ship departure) including a provision for moving a functional satellite (or ship) to a functional location in the event the satellite (or ship) is transported to a non-functional location.

**Additional insurance policies** have been cited by the Examiner. Travel insurance covering events such as a person being hurt in a ski accident and being helicoptered off a mountain have been cited. But again, the insurance policy does not cover a person that is not hurt, but has been sent to an unintended destination and for providing a rescue mission to transport the person to an operational location. Warranties on electronics and computers have also been cited by the Examiner which provide for a repair technician to fix the electronics. Again, Applicant fails to see the relevance of such warranties. The warranties do not provide for an electronics shipment failure, nor provide for protection in the event that the electronics are functional, but require shipment to a functional location.

## SUMMARY OF ARGUMENT

None of the prior art, even in combination, suggest Applicant's invention. None of the prior art references suggest insurance for providing coverage to protect against the event of any product, let alone a satellite, is launched (transported) to an unintended location but otherwise remains functional, and for providing for a rescue mission to transport the item to a functional location. In order to properly reject the claims, these features must be suggested.

The Examiner argues that prior art insurance identifies a problem, and provides funds to fix the problem, and thus Applicant's invention is suggested. (See Office Action page 4 and 8). This amounts to broad theories and rationales, without providing any identification where in the prior art Applicant's claimed features are suggested.

Applicant further disagrees that the Examiner's "Official Notice that it is old and well known in the insurance arts to use insurance" in the manner of identifying a problem and then providing funds to fix the problem as claimed by Applicant. (Office Action pages 4 and 8). First, Applicant's invention does not solve a problem in the manner of the prior art and Applicant's invention is directed to providing a rescue mission as opposed to simply providing funds. Secondly, the prior art does not identify a problem in the manner of Applicant as the prior art problems involve the failure of a product, while Applicant's invention is triggered only in the event that the product does not fail (the satellite is functional). Specifically, *Otis* provides for the payment of money in the event that the satellite fails in orbit, or fails after or during a reboost.

*Reuters* describes an insurance policy triggered after a ship has sunk (become non-functional).

Watercraft coverage provides for protection in the event that the watercraft fails. Travel

insurance protects against the person getting injured. A warranty for electronics and computers

provides for a repair in the event that the electronics or computers fail. Conversely, in

Applicant's claimed invention, the coverage provides protection in the event that the product, the

satellite, does not fail. Thus, the Examiner is wrong in stating that Applicant has simply

identified a problem or provided insurance in the manner of the prior art.



CONCLUSION AND REQUEST FOR TELEPHONE INTERVIEW

In the event that the Examiner continues to reject the claims, Applicant requests a telephone interview with the Examiner and the Examiner's supervisor in order for the parties to better understand each side's positions.

Respectfully submitted,

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